

PI # 19-61  
PI # 19-62



2019 00013049

Bk: 50842 Pg: 72 Page: 1 of 37

Recorded: 02/26/2019 10:48 AM

ATTEST: John R. Buckley, Jr. Register  
Plymouth County Registry of Deeds

---

**MASTER DEED**

*OF*

**BRIO**

**CONDOMINIUM**

**HINGHAM, MASSACHUSETTS**

---

Prepared by and upon recording  
please return to:  
Gilmartin Magence LLP  
376 Boylston Street  
Boston, MA 02116  
Attn: Shannon N. Hyle, Esq.

BRIO CONDOMINIUM  
MASTER DEED

Perry BAC Shipyard LLC a Massachusetts limited liability company, having its principal office at 20 Winthrop Square, 5<sup>th</sup> Floor, Boston, MA 02110, its successors and/or assigns (the "Declarant"), being the sole owner of the land and building in Hingham, Plymouth County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed with the Plymouth County Registry of Deeds (the "Registry of Deeds") does hereby submit these Premises to the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A"), proposes to create, and hereby does create with respect to those Premises a condominium to be governed by and subject to the provisions of Chapter 183A.

Section 1. Name. The name of the condominium shall be the BRIO CONDOMINIUM (the "Condominium").

Section 2. Description of Land. The land on which the Condominium is located is generally known as 10 Shipyard Drive, Hingham, Plymouth County, Massachusetts (the "Property" or "Premises"), and is described more fully in Exhibit A attached hereto and incorporated herein by this reference.

Section 3 Description of Buildings. The Condominium is comprised of one building numbered 10 Shipyard Drive, Hingham, Plymouth County, Massachusetts (the "Building") located on the land above-described. The Building comprising the Condominium contains seventy-seven (77) residential units (the "Units").

The Building is constructed of wood frame over a concrete and steel podium. The façade of the Building is cement panels and metal clad wood frame windows. The roof of the Building is membrane on wood deck. The roof of the parking garage is membrane on concrete deck.

The Premises are subject to the Brio Condominium Declaration of Trust ("Declaration of Trust" or "Condominium Trust") as defined in Section 14 below, and being recorded contemporaneously herewith.

Section 4. Floor Plans; Designation of Units and Their Boundaries. The site plan and floor plans of the Premises, showing the layout, location, Unit designation and dimensions of the Units, and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the same (hereinafter referred to as the "Plans"), are recorded herewith. The Plans consist of seven (7) sheets.

The Units, their designation, location, approximate area, number and composition of rooms, the immediate common areas to which each has access and its percentage interest in the Common Areas and Facilities (as defined hereafter in Section 5 hereof) are as set forth on Exhibit B attached to this Master Deed and incorporated herein by this reference (the "Beneficial Interests"). Each Owner of a Unit is referred to herein as a "Unit Owner".

- (a) Each Unit includes the exclusive right to use all utility lines, heating, air conditioning, cooling, plumbing, hot water heaters, telephone, electrical, and other apparatus and other equipment, which exclusively serve and are located within the individual Unit.
- (b) Each Unit includes, without limitation, to the extent such may exist from time to time, the ownership of the hot water heaters, telephone, electrical and any other apparatus or other equipment, which exclusively serves the individual Unit and is located outside such Unit. The Owners of each Unit shall have the exclusive right, as appurtenant to their Unit, to use the lines, pipes, ducts or any other equipment connecting said heating and air conditioning apparatus, hot water heaters, telephone, electrical and other apparatus and equipment serving said Unit. Unit Owners shall have sole responsibility and bear the cost of maintenance, repair and replacement, as necessary, of all apparatus, which exclusively serves the Unit. A Unit Owner is hereby granted limited access to those common area facilities in which the apparatus exclusively servicing a Unit is located for the specific purpose of maintaining, repairing, or replacing as necessary that apparatus and equipment.
- (c) The Owners of each Unit, except as set forth herein, shall have the right, as appurtenant to their Unit, to use, in common with the Owners of the other Units served thereby, such entrances to and from the streets, elevators, walkways, and vestibules that serve as common access to and from such Units (each of the foregoing comprises a portion of the Common Areas and Facilities defined in Section 5 hereof).
- (d) Except as hereinbefore otherwise provided, the Owners of each Unit shall have the right, as appurtenant to their Unit, to use, in common with the Owners of the other Units served thereby, all heating, air conditioning, utility lines and other common facilities located in any of the other Units or in the common areas and facilities described in Section 5 hereof, and serving that Unit for the purpose in which it is intended. Nothing herein shall otherwise be construed to limit the right of any Owners of a Unit to use other Common Areas and Facilities (as defined hereafter in Section 5 hereof) in accordance with the intended purposes thereof, except as specifically provided by Section 8 hereof.
- (e) The Trustees of the Condominium Trust hereinafter described shall have a right of entry to each Unit to inspect and make emergency repairs or other necessary repairs to the Unit which the Unit Owner has failed to perform.
- (f) Each Unit shall be subject to rights and obligations as set forth in each of the foregoing subsections.

The boundaries of each of the Units are as follows:

- (a) Floors: The plane of the unfinished upper surface of the concrete floor or the plane of the upper surface of the subflooring (whichever is lower), if any.
- (b) Ceilings: The plane of the upper surface of the finish ceiling material.
- (c) Interior Building Walls: The center line of the demising wall between the Units and the exterior surface of the wall between the Unit and a Common Element (as described in Section 5).
- (d) Exterior Building Walls, Doors and Windows: As to walls, the exterior surface of the exterior wall; as to doors, the exterior surface thereof, and the door glass (if any) and door frames thereof; and as to windows, the exterior plane of the glass and the exterior surface of the window frames.

To the extent of any inconsistency between the provisions of this Section 4 and the Plans, the provisions of the Plans shall supersede the provisions of this Section 4.

Section 4A. Maintenance and Repair of Units.

(i) Notwithstanding the Unit boundary definitions as described in Section 4 above, the owner of a Unit shall not be responsible for the maintenance or repair of the exterior surface of the corridor, exterior walls or exterior of windows including glazing or doors that open from a Unit, but shall be responsible for the maintenance, repair and replacement of the interior finishes and hardware of all windows, doors, and walls of a Unit. The Unit Owner will not be responsible for the maintenance or repair of the walls between the Unit and other Units or between the Unit and the Common Elements and that portion of the Building extending from the interior surface of the Unit exterior walls outward, nor may those areas be altered by a Unit Owner without the written approval of the Trustees. However, Unit Owners will be responsible for any damage to the exterior and interior of said walls, windows or doors caused by their actions or actions of their tenant, guests, invitees, employees or contractors. In the event the actions of more than one Unit Owner cause damage, both or all responsible Unit Owners will share the cost equally.

(ii) The maintenance, repair and replacement of the exterior of all windows including glazing and exterior of all doors opening from a Unit, and all hallways located within the Common Elements and that portion of the Building extending from the interior surface of the exterior walls outward shall be the sole responsibility of the Trust and the cost thereof shall be assessed against the Unit Owners as a Common Expense, unless damage is caused by the action of the Unit Owner, or their tenant, guest, invitee, employee or contractor, in which case the costs thereof shall be assessed against the Unit Owner. The Trust will be responsible for the maintenance or repair of the walls between the Unit and other Units or between the Unit and the Common Elements and the costs thereof shall be assessed against the Unit Owners as a Common Expense except for with respect to damage caused by the action of the Unit Owner, or their tenant, guest invitee, employee or contractor, in which case

the costs thereof shall be assessed against the Unit Owner. A Unit Owner is not permitted to alter the aforesated areas without the prior written approval of the Trustees.

Section 5. Common Areas and Facilities. The common areas and facilities of the Condominium (hereinafter referred to as the "Common Areas and Facilities" or "Common Elements" or "Common Areas") consist of:

- (a) The Land described in Exhibit A, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, if any, so far as the same may be in force; and
- (b) All portions of the Premises not included in any Unit by virtue of the Plans and Section 4 above including, without limitation, the following to the extent such may exist from time to time:
  - (i) the common halls, corridors, lobbies, janitor closets, vestibule, entrances, common patio, common loading areas, garden areas immediately adjacent to the main entrance of the Building, exits and mechanical rooms, Parking Garage (as hereinafter defined), guest parking, bicycle/kayak storage, dog walking area, exterior railings, and/or as designated on the Plans;
  - (ii) walls dividing a Unit from another Unit or from Common Elements (except portions of such walls included entirely within a Unit such as a shaft wall);
  - (iii) conduits, wires, ductwork, feeders which serve more than one Unit,
  - (iv) all other installations which are used by more than one Unit except as set forth in Section 8 below;
  - (v) all other portions of the Condominium designated as Common Elements on the Plans; and
  - (vi) such additional Common Areas and Facilities as may be defined in Chapter 183A.

The Owners of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities of the Condominium in the percentages shown on Exhibit B attached to this Master Deed and incorporated herein by this reference. These percentage interests (also referred to as Beneficial Interests) have been computed, in conformance with Chapter 183A, upon the approximate relation which the fair value of each Unit on the date of this Master Deed bears to the aggregate fair value of all the Units on that date and may include determinations of whether and how to weigh a restriction relating to value imposed on one (1) or more, but fewer than all,

Units by covenant, agreement or otherwise.

The Common Areas and Facilities shall be subject to the provisions of the By-Laws as set forth in the Condominium Trust and the rules and regulations from time to time in effect pursuant thereto.

Section 6. Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, and Other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, master television antennae, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving such Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Trustees of the Condominium Trust shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Buildings.

Section 7. Encroachments. If any portion of the Common Areas and Facilities of the Condominium now encroaches upon any Unit, or if any Unit now encroaches upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of settling or shifting of any Building or alterations or repairs of the Common Areas and Facilities made by or with the consent of the Trustees, or as a result of a condemnation or eminent domain proceeding, a valid easement shall be deemed to exist for such encroachment and for the maintenance of the same so long as such encroachment shall exist.

Section 8. Limited Common Areas and Facilities. Limited common areas and facilities shall be defined as a portion of the Common Areas and Facilities described in this Master Deed for the exclusive use, subject to the rights of the Trust as set forth herein, of one or more but fewer than all the units (hereinafter referred to as "Limited Common Areas and Facilities" or "Exclusive Use Areas" or "Limited Common Elements").

- (a) Adjacent Units. Any Owner owning two or more adjacent Units on the same floor or two or more vertically adjacent Units on immediately adjoining floors, shall have the right and easement, at such Owner's sole expense, to connect such adjacent Units to each other for the purpose of creating one, larger Unit and, in connection with any such construction, to make cuts in the common portions of the walls immediately adjoining the affected Units (but not adjoining any common area, except as to the extent otherwise permitted by the Trustees). Any and all such work shall be performed in accordance with provisions of this Master Deed, the Trust, said By-Laws, the rules and regulations promulgated pursuant thereto and in accordance with the following: all such work shall be done in a good and workmanlike manner, in conformity with all legal and warranty requirements, including but not limited to the Town of Hingham Zoning Code, in a fashion that does not interfere unreasonably with the use and

occupancy of other Unit Owners or work being performed by the Declarant or other Unit Owners and in accordance with plans and specifications which have been submitted to and approved by the Trustees in writing in advance of commencement of any such work. Such approval by the Trustees shall not be unreasonably withheld, but shall not, in any event, be provided in absence of receipt by the Trustees of a certificate, in form and substance reasonably satisfactory to Trustees and from a registered architect and/or engineer reasonably acceptable to Trustees, stating that the proposed work is compatible, consistent and in compliance with the following: sound architectural and engineering practices; the design, layout and intended uses of the structural and Building systems; all applicable legal requirements; the exterior façade and exterior appearance of the Building; and the location of shafts, chases, utilities, columns, chimneys, ducts, vents and like Common Areas and Facilities.

Notwithstanding the foregoing, approval of said work by the Trustees shall in no way be deemed a representation about the proposed work, including but not limited to its quality, construction, or design and the Trustees shall be indemnified and held harmless for any liability that may arise therefrom. During such time as the Units are physically connected, no such Unit may be sold, conveyed, mortgaged or otherwise transferred or alienated except together with the other Unit(s) with which it is connected.

During such time as the Units are physically connected, the Unit Owner of the connected Units and his or her successors in title to such Units shall have an easement for himself or herself and those lawfully occupying such Units, to pass and repass through the space formerly occupied by the Common Elements that separated such Units from each other prior to the work which is the subject of this clause (a). In the event that at any time or from time to time, two (2) or more Units in common ownership have been connected as hereinabove set forth, the then-Unit Owner of such connected Units shall have the right at any time thereafter to eliminate the opening or openings between such Units which physically connected such Units by following the procedure set forth hereinabove in this clause (a), and in such event or events the reference to the "work" hereinabove shall be deemed to mean the work of eliminating such opening or openings, and restoring such opening or openings to their condition which existed immediately prior to the physical connection of such Units, so that such Units are no longer physically connected. Except with the prior written consent of the Trustees, such Units which are being separated after having been physically connected must be returned to their original configuration that existed prior to being connected. Thereafter, the Units which were formerly physically connected may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units. Each present and future Unit Owner, by accepting delivery of his or her Unit Deed, shall be deemed to have expressly assented to the provisions of this clause (a). All reasonable costs incurred by the Trustees in reviewing such plans and

specifications, including, without limitation, the costs of hiring architects and engineers to review the same and any expense associated with confirmation of compliance with any legal, zoning, and other governmental requirements, shall be the sole cost and expense of the Unit Owner. Any Unit Owner doing or causing any of such work to be done shall commence such work promptly after written approval by the Trustees, shall pursue such work diligently until completion and shall be responsible for any damage to any other Units or Common Area or Facilities attributable to such work. The provisions of this clause (a) shall not apply to the Declarant or limit, in any way, the Declarant's rights under Section 13 hereof with respect to combinations of Units.

A Unit Owner having physically connected two Units in common ownership as set forth above shall have the right, but not the obligation, to combine said connected Units into a single Unit having a Beneficial Interest equal to the sum of the Beneficial Interests of the connected Units, and a Unit Owner of a Unit resulting from such combination who restores the separation between the former Units as set forth above shall have the right, but not the obligation, to separate said Unit into the former Units having the same configuration and Beneficial Interests as the former Units prior to such combination, provided however, that no such combination or separation of Units shall become effective until notice thereof is delivered to the Trustees, and an amendment to this Master Deed is recorded by the Unit Owner(s) causing such combination (or subsequent separation), which amendment shall be in a form satisfactory to the Trustees and notwithstanding the provisions of Section 10 hereof, shall only be signed by a majority of the Trustees and the Unit Owner of the Units so combined. The Trustees shall designate the new Unit number(s) for any such combined or separated Units. Said amendment shall be in accordance with the provisions of Chapter 183A and shall contain (i) a description of the newly created Unit or Units, (ii) amended floor plans showing the Units created thereby, (iii) a revised Exhibit B setting forth the new Percentage Interest of the Unit(s), (iv) a description of any changes to the Common Elements or Limited Common Elements resulting from such combination or subsequent separation, and (v) a description of any new Limited Common Elements created in connection with such combination or subsequent separation. The costs and expenses of preparing and recording the foregoing amendment (including attorneys', architect's, and/or engineer's fees of such Unit Owner(s) and the Trustees) shall be borne by the Unit Owner(s) undertaking the combination or subsequent separation, and any such costs and expenses incurred by the Trustees hereunder shall be deemed a Common Charge against such Unit Owner(s).

- (b) Parking. The Declarant reserves for itself (except for any Parking Spaces



identified as guest parking on the Plans pursuant to Section 5(b)(i) hereof and may be used for commercial purposes as the Trustees or Managing Agent shall determine from time to time) the exclusive right and easement in gross to convey to a Unit Owner or the Condominium Trust, one or more exclusive rights and easements to use one or more parking spaces, as shown on the Plans. The aforesaid parking spaces are hereinafter referred to as the "Parking Spaces". Any holder of a Parking Space shall be known as a "Parking Space Owner". All Parking Spaces are designated on the Plans with a number. Parking Spaces are located either outside or within the garage of the Building (the "Parking Garage"). Parking Spaces within the Parking Garage are sometimes herein referred to as "Covered Parking Spaces".

The following restrictions and regulations shall apply to the use and occupancy of the Parking Spaces:

- (i) The Parking Spaces shall be used only for parking of registered, private automobiles, motorcycles, and noncommercial vans and recreational vehicles for the personal use of Unit Owners entitled to use said Parking Spaces and their immediate families or any Unit Owner or tenant in this Condominium. No RV's, trucks (however private pickup trucks shall be permitted), boats, trailers (whether capable of independent operation or attached to an automobile or other vehicle), commercial vehicles (a passenger vehicle or pickup truck having a commercial license plate and only corresponding identification as required by law does not qualify the vehicle as a commercial vehicle), and the like, may be parked in the Parking Spaces except with the written consent of the Trustees of the Condominium Trust. Bicycles, canoes, kayaks and the like may be stored in Parking Spaces if properly secured and with the prior written consent of the Trustees, which consent may not be unreasonably withheld. Only one (1) vehicle is allowed in each Parking Space (except where a motorcycle and automobile will fit wholly within the boundaries of a Parking Space);
- (ii) All vehicles shall be parked within their respective Parking Spaces. A Unit Owner is responsible for ensuring that their vehicle fits within their designated space, and a Unit Owner shall not block or encroach upon any Common Areas and Facilities surrounding the Parking Spaces. Not all automobiles, including but not limited to certain sport utility vehicles (SUVs) will fit in the Parking Garage. By acceptance of a Unit Deed, each Unit Owner and the Trustees acknowledge and agree that it is the Unit Owner's sole responsibility, prior to purchasing their Unit (or, if already a Unit Owner, prior to acquiring any new automobile), to independently verify whether such

Unit Owner's automobile will fit within the Parking Garage. In the event that a Unit Owner attempts to park an automobile in the Parking Garage that cannot fit within the Parking Garage, the Trustees shall have the right to remove the vehicle from the Parking Garage and the Owner of the vehicle removed shall bear all costs associated therewith;

- (iii) A Unit Owner may permit any guest, servant, licensee of a Unit, or tenant of a Unit, the right to use a Parking Space which said Unit Owner is entitled to use, but all parties using said Parking Spaces shall comply with the provisions relating to such use contained in this Master Deed, the Condominium Trust and the Rules and Regulations promulgated pursuant to said Condominium Trust;
- (iv) A Unit Owner who permits any tenant, guest, servant, or licensee to use a Parking Space to which said Unit Owner is entitled to use shall be responsible for the compliance by such tenant, guest, servant, or licensee with provisions of this Section 8, the terms and conditions of this Master Deed, the Condominium Trust and the Rules and Regulations of the Condominium, to the extent the same may be applicable;
- (v) In instances where vehicles using the Parking Spaces and other facilities of the Condominium do not comply with the foregoing provisions, the Trustees of the Condominium Trust are authorized to allow the towing of the noncomplying vehicles (in accordance with state and city regulations) at the expense of the Owners of such vehicles;
- (vi) The exclusive right and easement to use a Parking Space may be conveyed apart from the Unit by an instrument duly recorded in the Registry of Deeds and Parking Spaces may be conveyed only to a person who is a Unit Owner in this Condominium or to the Trustees. Parking Spaces may be leased only to Unit Owners or tenants of Unit Owners, and any Unit Owner leasing a Parking Space shall be subject to the following requirements for leasing a Parking Space:

No lease may be entered into or shall be valid (1) if the Unit Owner is in default or violation of any obligations to the Condominium; (2) if the lease is not in writing; or (3) if the proposed occupancy would, in the judgment of the Trustees, for any reason be in violation of law or of the Master Deed, the Condominium Trust or the Rules and Regulations of the Condominium. All leases for Parking Spaces shall be submitted to the Trustees for approval at least thirty days prior

to their execution, such approval not to be unreasonably withheld and shall include the following language;

“This lease is made in all respects subject to the Lessor’s obligations created by the law and by the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations of this Condominium (“Condominium Documents”) adopted or to be adopted by the Condominium or the Trustees. Tenant acknowledges receipt of a copy of the currently existing Condominium Documents, which shall be returned to the Parking Space Owner upon expiration or earlier termination of the lease. The parties hereto covenant and agree, as follows: The tenant’s right to use and occupy the Parking Space shall be subject and subordinate in all respects to the provisions of the Condominium Documents and tenant agrees to comply with all of the foregoing and to reimburse the Parking Space Owner for any assessment made against the Parking Space Owner by the Trustees as a result of a violation of the Condominium Documents by tenant. Failure to comply with these provisions shall constitute a material breach of this lease agreement.”

Parking Space Owners shall be responsible for any violations of the Condominium Documents by their tenants. If such violation by a tenant creates an unreasonable nuisance, the Trustees may give written notice to the landlord Unit Owner demanding that the nuisance be cured and if not that the landlord will evict the tenant from the Parking Space and the Trustees may start such proceeding both on behalf of the Trust and as attorney for the landlord Parking Space Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Trustees succeed in such a suit, the landlord Parking Space Owner shall be responsible for all costs incurred, including reasonable attorneys’ fees. Each Parking Space Owner hereby appoints the Trustees and each of them as such Parking Space Owner’s attorney-in-fact for such purpose, and such appointment shall be deemed to be coupled with an interest and irrevocable. Unless waived by the Trustees in writing, a copy of the lease shall be filed by the Parking Space Owner with the Trustees. No lessee can take occupancy of a Parking Space prior to approval of a lease by the Trustees, or the Declarant prior to the Operating Event (as defined in the Declaration of Trust).

- (vii) The Declarant shall also have the right and easement in gross to lease, rent and license Parking Spaces to Unit Owners or other occupants and non-occupants and the right to convey Parking Spaces to Unit Owners on such terms as the Declarant shall determine, regardless of whether the Declarant owns a Unit;
- (viii) Any Parking Space granted to a Unit Owner shall be determinable upon the subsequent simultaneous exchange of that Parking Space for another Parking Space in this Condominium owned by the Declarant or another Unit Owner. In that event, the original easement and all liens that are attached to it shall terminate without the need for any partial release of mortgage. It is hereby intended that the easement originally conveyed will only be determinable when it is simultaneously exchanged for another Parking Space in the Condominium. Any mortgage(s) encumbering the original Parking Space shall automatically attach to new the Parking Space without the need for any amendment of mortgage;
- (ix) The Trustees shall maintain, repair and replace the structural and non-structural portions of the Parking Garage (including but not limited to all Parking Garage entrances and exits), as a part of the Condominium budget, which charges will be passed on to the Condominium as part of the Condominium budget..
- (x) Notwithstanding any Parking Spaces conveyed pursuant to the terms and provisions set forth above, in the event that the Trustees, in their reasonable discretion, determine that a particular previously-conveyed Covered Parking Space shown on the Plans with a handicapped designation, is needed for use by a handicapped resident, the Trustees may require that the use of such Covered Parking Space be surrendered (in exchange for the use of an alternative Covered Parking Space, or "Substituted Space" designated by the Trustees) by the Unit Owner entitled to the use thereof (hereinafter referred to as a "Handicapped Space Substitution"). Any such Handicapped Space Substitution may be carried out by written notice to a Unit Owner otherwise holding the right to use the Covered Parking Space in question, and the recording of a written instrument by the Trustees assigning the Substituted Space, and describing the Handicapped Space Substitution at the Registry. Thereafter, the Unit Owner required to surrender the Covered Parking Space for handicapped use shall be deemed the owner of the Substituted Space. In the event that the Trustees enact a Handicapped Space Substitution, the provisions of Section 8(b)(viii) shall apply.

The owner of a Parking Space shall bear all risks, including theft and

vandalism, with respect to such Parking Space and any vehicle and/or any property located in any vehicle parked in a Parking Space. Each owner of a Parking Space hereby waives, releases, indemnifies and holds harmless the Declarant, the Condominium Trust, the Trustees, and their respective affiliates, successors, assigns, lessees, sublessees, agents, licensees, contractors, employees, and mortgagees (each an "Indemnified Party" and collectively "Indemnified Parties") from and against any claim, loss, damage, cost, expense or liability in connection with use of a Parking Space except, as to any particular Indemnified Party, as directly caused by the negligence or willful act of such Indemnified Party.

- (c) Storage. The Declarant reserves for itself, the exclusive right and easement in gross to convey to any Unit Owner, for additional consideration, an exclusive right and easement to use a storage area as shown on the Plans (each, a "Storage Area" and collectively the "Storage Areas"). A Unit Owner may convey, assign, lease or otherwise grant any rights to his or her Storage Area separate and apart from the Unit with which such Storage Area was originally conveyed to a Unit Owner or lease or license to a tenant of a Unit (but not convey or otherwise convey any rights to a tenant) in the Condominium or the Trustees. Except for the Declarant hereunder, no person or entity that is not a Unit Owner or occupant of this Condominium shall own, lease, or use any Storage Area. While the Declarant is the owner of any Unit, the Declarant shall also have the right and easement to lease, rent and license Storage Areas to Unit Owners or other occupants on such terms as the Declarant shall determine. Each Unit Owner shall maintain, repair, and (if necessary) replace the interior portions of the Unit's Storage Area at his or her own expense. The maintenance of the exterior portions of the Storage Areas shall be a common expense in accordance with and subject to Section 5.3.2 of the Declaration of Trust. The owner of a Storage Area shall bear all risks, including theft and vandalism, with respect to such Storage Area and any property stored therein, and shall carry appropriate insurance (including liability insurance) with respect to the Storage Area. Each owner of a Storage Area hereby waives, releases, indemnifies and holds harmless the Declarant, the Condominium Trust, the Trustees, and their respective affiliates, successors, assigns, lessees, sublessees, agents, licensees, contractors, employees, and mortgagees (each an "Indemnified Party" and collectively "Indemnified Parties") from and against any claim, loss, damage, cost, expense or liability in connection with use of a Storage Area and in connection with the storage of property in the Storage Area except, as to any particular Indemnified Party, as directly caused by the negligence or willful act of such Indemnified Party.

Any rights to a Storage Area granted to a Unit Owner shall be determinable upon the subsequent simultaneous exchange of rights to that

Storage Area for rights to another Storage Area in this Condominium owned by the Declarant or another Unit Owner. In that event, the original easement and all liens that are attached to it shall terminate without the need for any partial release of mortgage. It is hereby intended that the easement originally conveyed will only be determinable when it is simultaneously exchanged for rights to another Storage Area in the Condominium. Any mortgage(s) encumbering rights to the original Storage Area shall automatically attach to the rights to the new Storage Area without the need for any amendment of mortgage.

- (d) Patios. Any Unit with a patio immediately adjacent to said Unit shall have as appurtenant to that Unit the exclusive right and easement to use the patio to which the Unit has direct access as shown on the Plans. Unit Owners having exclusive use of a patio shall keep such area in a neat and orderly condition. All use of the patios shall be done so as to preserve the first-class appearance and character of the Condominium. Storage of personal property (except for exterior furniture), placement of curtains on or other decoration of such areas, leaving trash or debris on such areas, and the hanging of clothes, sheets, blankets, laundry, signs, flags, flower boxes, planters or hanging baskets, wind chimes, or other articles of personal property or the erection of any structure, including an awning, antenna, or the installation of carpeting, artificial turf or floorcovering of any sort on such areas is prohibited except with the written approval of the Trustees, which may be withheld at the sole discretion of the Trustees. Exterior furniture shall be subject to the written approval of the Trustees, which approval shall not be unreasonably withheld. The maintenance and repair of each area shall be a Limited Common Expense in accordance with and subject to Section 5.3.2 of the Declaration of Trust, with the exception of snow removal which shall be performed by the Unit Owner having exclusive use of this area at said Unit Owner's sole cost and expense.
  
- (e) Garden Areas. Any Unit with a garden area immediately adjacent to said Unit shall have as appurtenant to that Unit the exclusive right and easement to use the garden area to which the Unit has direct access as shown on the Plans. Unit Owners having exclusive use of a garden area shall keep such area in a neat and orderly condition. All use of the garden areas shall be done so as to preserve the first-class appearance and character of the Condominium. Storage of personal property, placement of curtains on or other decoration of such areas, leaving trash or debris on such areas, and the hanging of clothes, sheets, blankets, laundry, signs, flags, flower boxes, planters or hanging baskets, wind chimes, or other articles of personal property or the erection of any structure, including an

awning, or antenna (except to the extent such antenna or satellite dish is permitted by the Telecommunications Act of 1996 and Rules and Orders of the FCC), or the installation of artificial turf on such areas is prohibited except with the written approval of the Trustees, which may be withheld at the sole discretion of the Trustees. The maintenance and repair of each area shall be a Common Expense in accordance with and subject to Section 5.3.1 of the Declaration of Trust.

- (f) Roof Deck. Certain Units shall have the exclusive right and easement to use that portion of the roof of the Condominium labeled "Roof Rights Exclusive Use" as shown on the Plans (the "Roof Deck"), together with the right, at such Unit Owner's sole cost and expense, to construct and maintain a Roof Deck thereon and to the extent necessary, the exclusive right and easement to construct access from the interior of the said Units to the roof; provided, however that said Roof Deck shall comply with all applicable governmental and local laws and regulations as shall be in force from time to time, and further provided that said Owner shall be responsible for the construction, maintenance and repairs of said Roof Deck and any repairs to the common areas or facilities for damage caused by the construction, use or maintenance of said Roof Deck. Any and all such work shall be done in a good and workmanlike manner, in conformity with all legal and warranty requirements, in a fashion that does not interfere unreasonably with the use and occupancy of other Unit Owners in accordance with plans and specifications which have been submitted to and approved by the Trustees in advance of commencement of any such work. Such approval by the Trustees shall not be unreasonably withheld, but shall not, in any event, be provided in absence of receipt by the Trustees of a certificate, in form and substance reasonably satisfactory to the Trustees and from a registered architect and/or engineer reasonably acceptable to the Trustees, stating that the proposed work is compatible, consistent and in compliance with the following: sound architectural and engineering practices; the design, layout and intended uses of the structural and Building systems; all applicable legal requirements; the exterior facade and exterior appearance of the Building; and the location of shafts, chases, utilities, columns, chimneys, ducts, vents and like Common Areas and Facilities. The Owner submitted the aforesaid request to construct a Roof Deck shall be responsible for any damage to any other Units or Common Areas and Facilities attributable to such work performed on behalf of their Unit. In the event of repair and/or replacement of the roof, the owner of the applicable Unit shall be responsible for the cost of the removal and reinstallation of the Roof Deck. The Trustees shall have access to the roof, including the right to pass through Units having exclusive use of any Roof Deck, and the Roof Decks appurtenant to same, for the sole purpose of inspections, repair and maintenance of the roof and the air conditioning condensers located on the roof as shown on the Plans.

Except in the event of an emergency, in which case the Trustees shall have immediate access to the roof, this right of access shall be exercised only after reasonable prior notice and only in the presence of the Owner of the applicable Unit through which access is necessary or such Owner's agents.

The Declarant hereby disclaims and makes no representations or warranties regarding the feasibility, allowability or cost associated with the construction of said Roof Deck, including but not limited to any necessary zoning or other applicable approvals. Trustee approval is required for any alterations to existing Roof Decks.

The Owners of certain Units shall have, as appurtenant to such Unit, the exclusive right and easement to use the existing Roof Deck as shown on the Plans recorded herewith. The maintenance, repair, and replacement of the Roof Deck shall be the responsibility of the Owner of the Unit having exclusive use of said Roof Deck. If the roof is damaged from the use, maintenance or repair of the Roof Deck, the cost to repair the roof shall be borne by the Owner of the Unit having exclusive use of said Roof Deck. In the event of repair, maintenance and/or replacement of the roof, the Owner of the Unit having exclusive use of said Roof Deck shall be responsible for the cost of the removal and reinstallation of the Roof Deck.

The Owner of the Unit having exclusive use of said Roof Deck shall keep such area in a neat and orderly condition. All use of the Roof Deck shall be done so as to preserve the first-class appearance and character of the Condominium without modification. Cooking, fires or barbeques (except for cooking and other devices that are installed by a licensed plumber and otherwise installed in compliance with applicable laws on the Roof Deck), storage of personal property (except for exterior furniture), placement of curtains on or other decoration of such area, leaving trash or debris on such areas, and the hanging of clothes, sheets, blankets, laundry, signs, flags, flower boxes, planters or hanging baskets or other articles of personal property or the erection of any structure, including an awning, on such area are prohibited except with the written approval of the Trustees, which may be withheld at the sole discretion of the Trustees. The Owner of the Unit having exclusive use of said area shall be responsible for any repairs to the Common Areas or Facilities for damage caused by the negligent use or maintenance of the Roof Deck exclusive to such Unit.

The provisions of this Section 8 shall at all times take precedence over any other provisions of this Master Deed and the Declaration of Trust. No Amendment or modification of the Declaration of Trust or By-Laws or Rules and Regulations thereto shall affect or interfere with the rights and easements held by the Unit Owner as set forth in this Section 8 without the prior written consent of the Owners of the Unit(s) affected thereby.



Section 9. Statement of Purposes; Restrictions on Use. The purposes for which Units and the Common Areas and Facilities are intended to be used are as follows:

- (a) The Units shall be used solely for residential purposes. No Unit may be occupied by more than three (3) people unrelated by blood, marriage, or adoption. No business activities of any nature shall be conducted in any Unit, except if and to the extent said activity complies with the Rules and Regulations of The Condominium Trust and as otherwise permitted by an instrument in writing duly executed by the Declarant or the Trustees, provided, however, that the Unit Owner of a Unit may use one (1) room in his or her Unit as a home office for professional offices accessory to a residential use, so long as no one shall be employed in such office except residents of the Unit, there shall be no signs in connection with such office, there shall be no customers or clients at the Unit and the volume of mail to the Unit or the noise level from the Unit or in connection with the use of the Unit as permitted hereunder, does not become an annoyance or nuisance to, or interfere with, the rights, comforts or conveniences of other Unit Owners or occupants, to be determined by the Trustees in their sole and reasonable discretion.
- (b) No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the Common Areas and Facilities, and to that end no noxious or offensive activity (as reasonably determined by the Trustees) shall be carried on in any Unit or in the Common Areas and Facilities, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance (as reasonable determined by the Trustees) to the occupant of any other Unit. No person within the Common Areas of the Condominium or in any Unit therein shall make or permit any conduct or noise that unreasonably interferes with the rights, comforts or convenience of the occupant of any Unit.
- (c) Unless otherwise permitted in a writing executed by all of the Condominium Trustees pursuant to the provisions hereof:
  - (i) No Unit shall be used for any purpose not specified in this Section;
  - (ii) No Unit shall be used or maintained in a manner contrary to or inconsistent with this Master Deed, the Condominium Trust, its By-Laws and the Rules and Regulations in effect from time to time pursuant thereto;
  - (iii) Except for routine maintenance and repair, no Unit Owner shall make any addition, alteration or improvement in or to any Unit affecting the structural elements, mechanical systems or other

Common Areas and Facilities of the Condominium without prior written notice to the Condominium Trustees specifying the work to be performed in reasonable detail, and no such work shall be performed which in the Trustees' reasonable judgment may affect the structural integrity or mechanical systems of the Condominium without prior written consent of the Trustees, which consent may contain such conditions, including without limitation restrictions as to the manner of performing such work and requirements for insurance, which in the Trustees' judgment are reasonable and necessary. All additions, alterations and improvements to any Unit (whether or not affecting the structural elements, mechanical systems or Common Areas and Facilities of the Condominium) shall be performed in a manner as not to unduly inconvenience or disturb the occupants of the Condominium and shall comply with all applicable governmental and local regulations, including any construction guidelines of the Condominium, as may be in force from time to time, and further provided that said Owner shall be responsible for any repairs to the Common Areas or Facilities for damage caused by same. A Unit Owner shall pay all costs incurred by the Condominium Trustees, including but not limited to legal costs, in enforcing the obligations herein;

- (iv) Units may be leased or licensed, except that no lease may be entered into or shall be valid (1) if the Unit Owner is in default or violation of any obligations to the Condominium; (2) if the lease is not in writing and for the entire Unit, or is for a term of less than twelve (12) months; (3) if the proposed occupancy would, in the judgment of the Trustees, for any reason be in violation of law or of the Master Deed, the Condominium Trust or the Rules and Regulations of the Condominium; or (4) unless approved in writing in advance by the Trustees, if twenty-one (21%) percent of the Units not owned by Declarant from time to time, are already subject to a written lease agreement, as determined by the Trustees. No Unit shall be used or rented for hotel, motel or transient purposes, including, without limitation, through (i) so-called "couch surfing" internet websites such as "airbnb.com" and other websites that offer similar services and (ii) so-called time sharing programs or purposes, whereby a Unit Owner sells, leases, licenses or otherwise grants an interest or a right of occupancy in or to any such Unit or portion thereof for one or more fixed or floating intervals, including, without limitation, so-called time span ownership, interval ownership, vacation or other time-sharing licenses or lease programs or purposes. All tenants shall be required to have renter's insurance, containing an all-in endorsement, which shall be the Unit Owner's obligation to

confirm. All leases for Units within the Condominium shall be submitted for approval by the Trustees at least thirty (30) days prior to their execution, such approval not to be unreasonably withheld and shall include the following language:

“This lease is made in all respects subject to the Lessor’s obligations created by the law and by the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations of this Condominium (“Condominium Documents”) adopted or to be adopted by the Condominium or the Trustees. Tenant acknowledges receipt of a copy of the currently existing Condominium Documents, which shall be returned to the Unit Owner upon expiration or earlier termination of the lease. The parties hereto covenant and agree, as follows: The tenant’s right to use and occupy the premises shall be subject and subordinate in all respects to the provisions of the Condominium Documents and tenant agrees to comply with all of the foregoing and to reimburse the Unit Owner for any assessment made against the Unit Owner by the Trustees as a result of a violation of the Condominium Documents by tenant. Failure to comply with these provisions shall constitute a material breach of this lease agreement.”

Any Unit Owner that leases a Unit to a tenant that has a pet shall be required to pay a Five Hundred Dollar (\$500.00) or such amount established by the Trustees from time to time in their sole discretion as a pet security deposit at the time of execution of said Unit Owner’s lease. This deposit shall only be refundable if there is no damage resulting from said pet, to be determined in the Trustees’ sole and reasonable discretion.

Unit Owners shall be responsible for any violations of the Condominium Documents by their tenants and shall be subject to fines imposed by the Trustees from time to time as a result thereof.

If such violation by a tenant creates an unreasonable nuisance, the Trustees may give written notice to the landlord Unit Owner demanding that the nuisance be cured and if not that the landlord will evict the tenant from the Unit and the Trustees may start such proceeding both on behalf of the Trust and as attorney for the landlord Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. The landlord Unit Owner shall be responsible for all costs incurred, including reasonable attorneys’ fees. Each Unit Owner hereby appoints the Trustees and each of them as such Unit Owner’s attorney-in-fact for such purpose, and such appointment shall be deemed to be coupled with an interest and irrevocable. Unless waived by the

Trustees in writing, a copy of the lease shall be filed by the Unit Owner with the Trustees. No lessee can take occupancy of a Unit prior to approval of a lease by the Trustees, or the Declarant prior to the Operating Event (as defined in the Declaration of Trust).

All of the aforesaid in this Section 9(c)(iv) shall not apply to the Declarant for as long as the Declarant, its successors and/or assigns own(s) a Unit in the Condominium. To the extent that any provision set forth in this Master Deed regarding leasing is inconsistent with the requirement(s) of Guaranteed or Direct Loan Programs of the United States Department of Veterans Affairs, as set forth in Chapter 37 of Title 38, United States Code, or Part 36 of Title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is: (i) encumbered by DVA Financing, or: (ii) owned by the Department of Veterans Affairs.

- (d) The architectural integrity of the Building shall be preserved without modification which shall include and insure, inter alia, that the roof and various cosmetics are the same color and texture, and to that end, without limiting the generality of the foregoing, no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building or attached to or exhibited through a window of the Building, all window coverings shall be white, white lined, or white backed, and no painting or other decorating shall be done on any exterior part or surface of the Building, unless the same shall have been approved by the Condominium Trustees in accordance with the provisions of the Condominium Trust.
- (e) Any Unit Owner who wishes to install any entertainment/sound systems shall comply with the following procedures:
  - (i) Submit to the Trustees for approval the proposed design plans for the installation work from a reputable audio video dealer/installer (the "Plans"), which proposal shall denote the locations of any CPU stations, speakers and wall-mounted televisions. Specifically, all speakers shall be wall mounted (not ceiling mounted) only in walls within a Unit and not within any demising walls; and speakers must be surrounded with back boxes or acoustical enclosures with appropriate specifications supplied. Speakers shall not be mounted on any walls containing any HVAC equipment, elevator shafts and other locations that may permit, in the sole judgment of the Trustees or their architect and/or consultant, vertical or horizontal attenuation to other Units or the Common Elements. The Trustees shall have the right to hire a consultant to review and approve the Plans, which costs shall be paid for by the Unit Owner.

(ii) Prior to the commencement of work, obtain written authorization from the Trustees approving the Plans and the commencement of the work pursuant to the Plans, as well as any permits that may be required from the Town of Hingham. A copy of any such permit(s) shall be provided to the Trustees prior to the commencement of work.

(iii) The Trustees shall have the right to have an inspector or consultant of its choice present in the Unit on the installation date and at the completion of work, which costs shall be paid for by the Unit Owner.

(f) Smoking is prohibited within all Units in the Condominium, within any Common Elements, Limited Common Elements and anywhere on the Premises. Any smoking by a Unit Owner, its tenant, its guests or invitees in violation of this Section 9(f) shall entitle the Trustees to exercise any and all rights and remedies available to them under this Master Deed, the Declaration of Trust, or at law and in equity, including, without limitation, the right to assess fines against the Unit Owner and the right to bring legal proceedings to enjoin, abate or remedy said violation. As used in this Section 9(f), the term “smoking” and “smoke” includes, without limitation, the inhaling, exhaling, breathing, carrying or possession of any lighted cigarette, e-cigarettes, cigar, pipe, other product containing any amount of tobacco, marijuana or other cannabis-derived product, or other similar heated or lit product. The harvesting or growing of any marijuana or other cannabis-derived product is prohibited.

(g) No Unit Owner shall make or permit any disturbing noises or disturbing odors in its Unit or do or permit anything which will interfere with the rights, comforts or convenience of others. The volume of any radio, television, musical instrument or other sound producing device in a Unit shall be sufficiently reduced at all times so as not to disturb other occupants. The Trustees may order any Unit Owner to cease and desist from engaging in any offending activities, and levy fines for failure to cease, and may seek legal or equitable judicial relief (including relief in the form of an injunction, as to which each Unit Owner agrees upon acceptance of the deed to its Unit that failure to abide by any Trustees cessation order will conclusively presume “irreparable harm” to the Condominium and to each of its Unit Owners). No treadmills, elliptical trainers, Stairmasters, rowing machines or other mechanical fitness equipment shall be permitted in any Unit if the use or operation of such equipment interferes with another Unit Owner's use and enjoyment of its Unit, as reasonably determined by the Trustees.

(h) All Condominium Trustees, Unit Owners and their successors and assigns hereby acknowledge and take subject to the terms, provisions and

restrictions of the Declaration of Covenants, Easements and Restrictions (“Declaration”) between Hingham Shipyard East Property Owners Association Inc. and Hingham Shipyard West Property Owners Association, Inc. dated as of June 2, 2006 and recorded with the Registry of Deeds at Book 32846, Page 1.

- (i) All Condominium Trustees, Unit Owners and their successors and assigns hereby acknowledge and take subject to the terms, provisions and restrictions of the Amended and Restated Parking Easement Agreement (“Parking Easement Agreement”) between Hingham Launch Property LLC and Perry BAC Shipyard LLC, dated April 24, 2017 and recorded with the Registry of Deeds at Book 48344, Page 253, as same may be amended or restated.

These restrictions and uses shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Condominium Trustees, shall be enforceable solely by the Trustees, and, insofar as permitted by law, shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this section except such as occur during his or her Unit Ownership. For so long as the Declarant is the owner of any Unit or Parking Space in this Condominium, the provisions of this Section 9 shall not be amended without the written consent of the Declarant.

Section 10. Amendments. Except as specifically otherwise provided herein, the Condominium Trustees, with the consent in writing of Unit Owners holding at least sixty-seven (67%) percent of the Beneficial Interests of the Condominium Trust may at any time and from time to time, amend, alter, add to, or change this Master Deed in any manner or to any extent, subject to the Trustees first being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change which would affect, in any manner, the provisions of Section 12 or Section 13 (except with the consent of the Declarant), or render the Condominium Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective. Furthermore, any instrument or amendment which eliminates, impairs or otherwise adversely affects any rights special to or retained by the Declarant including but not limited to, the Declarant’s right and ability to develop and/or market the Condominium or grant rights and easements as set forth herein, shall not be of any force or effect unless it is assented to in writing by the Declarant, or any successor to the Declarant’s interest in the Condominium, and this assent is recorded with such amendment at the Registry of Deeds. Where mortgagee consent is required under the Master Deed and/or Chapter 183A, the instrument of amendment shall be deemed assented to by the holders of the first mortgagees of record with respect to the Units when such a holder fails to submit a written response within sixty (60) days of written notice being sent to said mortgagees by certified mail/return receipt requested. All consents obtained pursuant to this Section 10 shall be effective upon the recording of an affidavit by the Trustees stating that all necessary notices have been sent via certified mail/return receipt requested, and

the receipt cards have been returned evidencing actual notice or refusal of notice to such mortgage holders of record. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of any instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds by a majority of Trustees, setting forth in full the amendment, alteration, addition or change, and reciting the consent of the Unit Owners required by the Condominium Trust to consent thereto and provided such instrument is recorded no later than six (6) months from its date thereof. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change whether stated in such instrument or not, upon any question as to title or affecting the rights of third persons and for all other purposes.

Section 11. Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance. Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagee" or "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
  - (i) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee (except as otherwise permitted by Massachusetts laws -- i.e., M.G.L., Chapter 183A, Section 6);

- (d) Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit except as otherwise permitted by Massachusetts law as noted above;
- (e) A lien for common expenses and assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a First Mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer to the extent provided by Chapter 183A. Any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of any assessments made thereafter.
- (f) Unless at least fifty-one (51%) percent of the First Mortgagees holding mortgages on the individual Units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:
  - (i) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of taking by condemnation or eminent domain;
  - (ii) Change the pro-rata interest or obligation of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro-rata share of Ownership of each Unit in the Common Areas and Facilities;
  - (iii) Partition or subdivide any Unit, except for such rights reserved to the Declarant set forth in Section 13(e) hereof;
  - (iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of the Common Areas and Facilities and Limited Common Elements contemplated herein or in the Condominium Trust shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; or
  - (v) Use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or Common Elements) for



other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or Common Elements of the Condominium;

- (g) To the extent permitted by law, and excepting those mortgages granted by the Condominium Trustees on Common Elements, all taxes, assessments and charges which may become liens prior to a First Mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;
- (h) In no case shall any provision of the Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities of the Condominium;
- (i) A First Mortgagee, upon request to the Trustees of the Condominium Trust, will be entitled to:
  - (i) Written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days (or such shorter cure period as may otherwise be provided for in the Declaration of Trust or this Master Deed);
  - (ii) Inspect the books and records of the Condominium Trust at all reasonable times at such First Mortgagee's expense;
  - (iii) Receive at its own expense an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
  - (iv) Receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings;
  - (v) Receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a mortgage or proposed or actual taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;
  - (vi) Receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond

- maintained by the Trust; and
- (vii) Receive written notice of any action which requires the consent of a specified percentage of First Mortgagees.

The Declarant intends that the provisions of this Section 11 and all other provisions of this Master Deed comply with the requirements of Federal Home Loan Mortgage Corporation (hereinafter referred to as "FHLMC") and Federal National Mortgage Association (hereinafter referred to as "FNMA") with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the percentage requirements of FNMA, FHLMC, other sections of the Master Deed and Massachusetts General Laws Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit Owners or Trustees of the Condominium Trust, or with respect to any other matter, the greatest percentage requirements shall control. This Section 11 may be amended only with prior written approval of First Mortgagees representing 100% in number and Beneficial Interest of the mortgaged Units in the Condominium and 100% in Beneficial Interest of the Owners of Units in the Condominium.

Section 12. Special Amendment. Notwithstanding anything herein contained to the contrary, so long as the Declarant owns at least one (1) Unit, Parking Space, or Storage Area in the Condominium, the Declarant reserves the right and power to file and record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time without the consent of the Trustees, any Unit Owner, or their Mortgagees, which amends this Master Deed (i) to comply with requirements of the FNMA, FHLMC, the Veterans Administration or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit Ownerships; (iii) create any easements or Limited Common Areas and Facilities as reserved by the Declarant hereunder; (iv) to bring this Master Deed into compliance with Chapter 183A of the General Laws of Massachusetts or to meet the requirements of applicable laws and governmental regulations, permits, approvals, or directives; or (v) to correct clerical or typographical errors or to cure any ambiguity, inconsistency, formal defect or omission in this Master Deed or any exhibit hereto or any supplement or amendment hereto provided such Special Amendment does not materially adversely affect rights and interests of the Unit Owners. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and file and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be automatically assigned to the Trustees of the BRIO CONDOMINIUM TRUST at such time as neither the Declarant nor any assignee of the Declarant's rights hereunder shall any longer hold or control title to any Unit.

Section 13. Declarant's Rights. Notwithstanding any other provision of this Master Deed or in the related Declaration of Trust, for the period of time commencing as of the recording of the Master Deed and ending one hundred twenty (120) days after the Declarant conveys title to the last Unit in this Condominium, the Declarant hereby reserves to itself, its successors and assigns or its or their nominees, the right and easement to;

- (a) let or lease Units owned by the Declarant to any third party;
- (b) use any Units owned or leased by the Declarant as models, offices, and/or storage areas or otherwise, for purposes of construction, promotion, meetings, and the sale or leasing of Units;
- (c) have an easement for access, ingress and egress on and over the Condominium to tour any prospective purchaser and show the Common Areas and Facilities to such purchaser, to complete any improvement which Declarant deems necessary or desirable to implement the Declarant's development plan for the Condominium and to install and maintain such structures, displays, advertising signs, billboards, flags, balloons, banners, sales offices, model homes, interior design and decorator centers for employees, agents, and prospective buyers as may be necessary or convenient for the proper development and disposition of Units and Limited Common Elements by sale, resale, lease or otherwise. All signs and displays shall be a reasonable type and size and shall not block any views of Units conveyed to third parties. Declarant shall have and hereby expressly reserves the right to designate additional Limited Common Areas and Facilities and expressly reserves the easements necessary for Declarant to exercise its rights over the Common Areas and Facilities for construction purposes and the right to limit access, ingress and egress to the Common Areas and Facilities during such construction and the right to reserve such easements as may be required for the marketing, sale or leasing of the Units and Limited Common Elements;
- (d) proceed, together with its contractors and other appropriate personnel, to perform or complete any construction, or the like in or to any of the Units or Common Elements, or to complete any construction, landscaping or the like in or to any of the Common Area and Facilities including any renovations, finishing work or the like in or to any Units, and exercise all rights related thereto or reserved to or conferred upon the Declarant pursuant to and in accordance with the provisions of this Master Deed, and there is reserved to the Declarant an easement on, over, across and through the Condominium for such purposes;
- (e) connect Units with each other and with adjacent areas which are Common Areas for the purpose of creating a larger single Unit, and/or subdivide the Units for the purpose of creating separate Units and additional areas which

are Common Areas and Facilities prior to the initial conveyance of the modified Units by Declarant, and for such purposes, cuts may be made in the common portions of the walls, floors and ceilings immediately adjoining the modified Units and Common Areas and Facilities and walls and partitions may be removed, constructed or rearranged by the Declarant within the modified Units and Common Areas, provided that unmodified Units shall remain undisturbed. To the extent such modifications to such Units require under Chapter 183A an amendment to this Master Deed (including any exhibit hereto) or the Plans, or both, Declarant may so amend this Master Deed (and any such exhibit hereto) or the Plans, or both, without the consent of any other Unit Owner, Mortgagees or the Trustees. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to this amendment on behalf of each Unit Owner, Mortgagee or Trustee as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and file and record this amendment.

- (f) without the consent of any Unit Owner, Mortgagee, or any other party with an interest in the Condominium, to amend the Plans filed with the Master Deed from time to time, to change the designations of any General Common Areas or Limited Common Areas, except for Limited Common Areas appurtenant to a particular Unit which may have been conveyed to a Unit Owner by an instrument of record and provided further that no such change shall materially and adversely affect the Unit or Common Areas and Facilities providing access to the Unit. Such change of designation shall include without limitation the right to change the use of such Common Area or the characterization of a Common Area from General Common Area to Limited Common Area, and to convert any Limited Common Area or General Common Areas to a Unit, subject to compliance with all applicable laws. In the event of such change, the Declarant shall record an amendment to this Master Deed, together with the amended Plan designating such change. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to this amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and file and record this amendment.

- (g) in addition to all other rights of the Declarant hereunder, and pursuant to the Declarant's right to amend this Master Deed so as to subdivide or combine two (2) or more Units and to amend this Master Deed as otherwise set forth herein, reserves to itself, its successors and assigns, its agents, servants, employees, independent contractors, workmen and work crews, (i) the rights and easements to use, occupy and alter the Condominium for all purposes necessary or desirable in order to construct the building(s), the Units therein, the Common Elements and Facilities appurtenant thereto and any other improvements located, on, under or over those portions of the Condominium, including the unilateral right and easement to construct, modify or demolish Units and other structures and improvements, and (ii) in connection with any subdivision of a Unit or a combination of one (1) or more Units, the right to grant easements of utilities and the right to grant easements to others to use portions of the Condominium for pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves to itself, its successors and assigns, its agents, servants, employees, independent contractors, workmen and work crews, the following rights to be in full force and effect until the last of the Units or subdivision of a Unit or a combination of one (1) or more Units which may be included in the Condominium are conveyed of record by the Declarant: the right of access, ingress, and egress over and upon the Condominium and the Common Areas and Facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement and other work in progress or contemplated by the Declarant in connection therewith; the right to use any Units owned by the Declarant as models for display, as offices or for any other use the Declarant deems necessary or desirable in connection with the marketing, sale and leasing of Units (but all signs and displays shall be a reasonable type and size and shall not block any views of Units conveyed to third parties); the right to post signs, displays and fixtures in the Common Areas and Facilities and on the Condominium to promote sales of Units and to conduct general sales activities in a manner that will not unreasonably interfere with the rights of Unit Owners; the right to lay, maintain, repair and replace, construct, and install and connect all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the Units of the Condominium or the Common Areas and Facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, light, air, and all sewer and drainage pipes to serve any or all of the Units of the Condominium and the Common Areas and Facilities; to pass and repass by foot, including the transportation of construction materials, equipment, and personnel for the purposes of completing such construction; to construct improvements on the Condominium and to engage in all activities necessary or appropriate to accomplish the same, including, without limitation, the right to grant to others including any public utility or authority,

easements for the installation and maintenance of utilities for the benefit of Units of the Condominium; to store construction materials, equipment, and supplies in those portions of the Common Areas and Facilities not subject to rights of exclusive use appurtenant to any Unit; to restrict the use by Unit Owners of Common Areas and Facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Areas and Facilities, provided it does not interfere with the use and enjoyment of the Common Areas and Facilities for Units conveyed to third parties, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; to reasonably interrupt for brief intervals of time, water, electric and other utilities and service as provided by utility lines, pipes, wires, cables, conduits, and sewerage and drainage lines during normal working hours, in order to facilitate such construction or in order to facilitate the installation of appliances or fixtures in the Units or Common Areas and Facilities under construction without liability for such interruption of service; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Units of the Condominium or subdivision of a Unit or a combination of one or more Units and the Common Areas and Facilities in connection therewith.

Ownership of the Building together with the Units, Parking Spaces, Storage Areas, and all appurtenances thereto, constructed by or for the Declarant pursuant to the reserved rights and easements herein shall remain vested in the Declarant who shall have the right to sell and convey the said Units (and Parking Spaces and Storage Areas) without accounting to any party with respect to the proceeds of such sales.

In furtherance of the foregoing provisions (a) through (g), each Unit Owner hereby consents, and by the acceptance and recording of the deed to its Unit shall thereby again consent, for itself, its heirs, administrators, executors, successors and assigns, and all other persons claiming by, through or under it (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to Declarant's right to amend this Master Deed as set forth herein. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to this amendment on behalf of each Unit Owner, Mortgagee or Trustee as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and file and record this amendment. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under it (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

Section 14. The Unit Owners' Organization. The organization through which the Unit Owners

will manage and regulate the Condominium is the BRIO CONDOMINIUM TRUST under Declaration of Trust recorded herewith. The address of the Condominium Trust is 10 Shipyard Drive, Hingham, Massachusetts, 02043. In accordance with Chapter 183A, the Declaration of Trust sets forth By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which all Unit Owners shall have a Beneficial Interest in proportion to the percentage of undivided interest in the Common Areas and Facilities to which they are entitled under this Master Deed.

The name and address of the original and present Trustee of the Condominium Trust, so designated in the Declaration of Trust, is as follows:

Perry BAC Shipyard LLC, Trustee  
20 Winthrop Square, 5<sup>th</sup> Floor  
Boston, MA 02110

Section 15. Chapter 183A Governs. The Units and the Common Areas and Facilities, the Unit Owners and the Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded and as it may hereinafter be amended and, in all respects not specified in this Master Deed or in the Condominium Trust and By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. Should any provision of the Master Deed be in conflict with Chapter 183A, the terms of Chapter 183A shall govern.

Section 16. Assignment by Declarant. All rights which are specified in this Master Deed to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No party exercising rights as Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

Section 17. Condemnation. From and after any condemnation which includes one (1) or more Units or parts thereof, (i) the Beneficial Interests of the remaining Units shall be in proportion to their original Beneficial Interests, with equitable adjustments based on diminution in fair market value as to any Unit partially taken, and (ii) those Units entirely taken shall have no Beneficial Interest hereunder.

Section 18. Definitions. All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

Section 19. Waiver. The provisions of this Master Deed shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

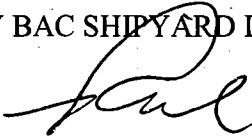
Section 20. Partial Invalidity. The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

[SIGNATURES ON THE FOLLOWING PAGE]



Executed under seal this 22 day of February, 2019.

PERRY BAC SHIPYARD LLC


By:   
Name: Richard P. Beal  
Title: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

February 22, 2019

Then personally appeared the above-named Richard P. Beal, as Authorized Signatory of Perry BAC Shipyard LLC proved to me through satisfactory evidence, which was a Commonwealth of Massachusetts Drivers' License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose and acknowledged the foregoing to be his free act and deed, as Authorized Signatory as aforesaid.

  
Notary Public: Mary J. Barker  
My Commission Expires: November 1, 2024

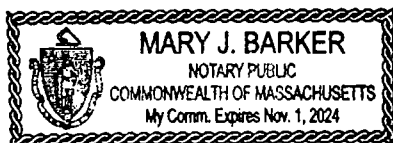


Exhibit A

LEGAL DESCRIPTION

10 Shipyard Drive, Hingham

All that certain parcel of land with improvement located thereon, situated at 10 Shipyard Drive, in the Town of Hingham, County of Plymouth, and Commonwealth of Massachusetts and is described as follows:

That certain parcel of land shown as Lot P11-3 on a plan entitled: "The Moorings at Hingham Shipyard, Hingham, MA: Approval Not Required Plan of Land" dated January 24, 2017 by RJ O'Connell & Associates, Inc., recorded as Plan No. 163 of 2017 in Plan Book 61, Page 279.

Subject to and with the benefit of all easements, restriction, agreements and encumbrances of record insofar as the same are now in force and applicable.

Being the same premises conveyed to Declarant by Quitclaim Deed dated April 24, 2017 and recorded with Plymouth County Registry of Deeds at Book 48344, Page 181.

**EXHIBIT B**

<b>Unit</b>	<b>Access to Approximate Area (Sq Ft)*</b>	<b>Number and Designation of Rooms</b>	<b>Undivided General Percentage Interest</b>	<b>Immediate Common Areas</b>
100	958	1LR, 1K, 1B, 1.5B	0.7168%	As shown on plan
101	963	1LR, 1K, 1BR, 1.5B	0.7168%	As shown on plan
102	955	1LR, 1K, 2BR, 2B	0.7168%	As shown on plan
103	946	1LR, 1K, 1BR, 1.5B	0.7168%	As shown on plan
104	1,204	1LR, 1K, 1BR, 1.5B	1.1675%	As shown on plan
200	1,396	1LR, 1K, 2BR, 2.5B	1.3341%	As shown on plan
201	943	1LR, 1K, 1BR, 1.5B	0.8826%	As shown on plan
202	1,645	1LR, 1K, 2BR, 1S, 2.5B	1.5630%	As shown on plan
203	960	1LR, 1K, 1BR, 1.5B	0.8826%	As shown on plan
204	798	1LR, 1K, 1BR, 1B	0.8878%	As shown on plan
205	1,652	1LR, 1K, 2BR, 1S, 2.5B	1.5946%	As shown on plan
206	1,647	1LR, 1K, 2BR, 1S, 2.5B	1.6577%	As shown on plan
207	1,180	1LR, 1K, 1BR, 1S, 2B	1.1667%	As shown on plan
208	1905	1LR, 1K, 2BR, 1S, 2.5B	1.7340%	As shown on plan
209	1,250	1LR, 1K, 1BR, 1S, 2B	1.1667%	As shown on plan
210	1,442	1LR, 1K, 2BR, 1S, 2.5B	1.4051%	As shown on plan
211	1,413	1LR, 1K, 2BR, 1S, 2.5B	1.4051%	As shown on plan
212	1,602	1LR, 1K, 2BR, 1S, 2.5B	1.6577%	As shown on plan
213	1,606	1LR, 1K, 2BR, 1S, 2.5B	1.5946%	As shown on plan
214	793	1LR, 1K, 1BR, 1B	0.8878%	As shown on plan
215	1,265	1LR, 1K, 2BR, 2B	1.2473%	As shown on plan
216	947	1LR, 1K, 1BR, 1.5B	0.8826%	As shown on plan
217	1,523	1LR, 1K, 2BR, 2.5B	1.4683%	As shown on plan
300	1,269	1LR, 1K, 2BR, 2B	1.2236%	As shown on plan
301	943	1LR, 1K, 1BR, 1.5B	0.8983%	As shown on plan
302	1,645	1LR, 1K, 2BR, 1S, 2.5B	1.5788%	As shown on plan
303	960	1LR, 1K, 1BR, 1.5B	0.8983%	As shown on plan
304	798	1LR, 1K, 1BR, 1B	0.9136%	As shown on plan
305	1,652	1LR, 1K, 2BR, 1S, 2.5B	1.6104%	As shown on plan
306	1,647	1LR, 1K, 2BR, 1S, 2.5B	1.6183%	As shown on plan
307	1,180	1LR, 1K, 1BR, 1S, 2B	1.1667%	As shown on plan
308	1975	1LR, 1K, 2BR, 1S, 2.5B	1.7340%	As shown on plan
309	1,454	1LR, 1K, 2BR, 2.5B	1.5157%	As shown on plan
310	1,442	1LR, 1K, 2BR, 1S, 2.5B	1.4051%	As shown on plan
311	1,413	1LR, 1K, 2BR, 1S, 2.5B	1.4051%	As shown on plan
312	1,602	1LR, 1K, 2BR, 1S, 2.5B	1.6183%	As shown on plan
313	1,606	1LR, 1K, 2BR, 1S, 2.5B	1.6104%	As shown on plan
314	793	1LR, 1K, 1BR, 1B	0.9136%	As shown on plan

315	1,265	1LR, 1K, 2BR, 2B	1.2630%	As shown on plan
316	947	1LR, 1K, 1BR, 1.5B	0.8983%	As shown on plan
317	1,391	1LR, 1K, 2BR, 2.5B	1.4209%	As shown on plan
400	1,269	1LR, 1K, 2BR, 2B	1.2394%	As shown on plan
401	943	1LR, 1K, 1BR, 1.5B	0.9141%	As shown on plan
402	1,645	1LR, 1K, 2BR, 1S, 2.5B	1.5946%	As shown on plan
403	960	1LR, 1K, 1BR, 1.5B	0.9141%	As shown on plan
404	798	1LR, 1K, 1BR, 1B	0.9194%	As shown on plan
405	1,652	1LR, 1K, 2BR, 1S, 2.5B	1.6262%	As shown on plan
406	1,647	1LR, 1K, 2BR, 1S, 2.5B	1.6499%	As shown on plan
407	1,180	1LR, 1K, 1BR, 1S, 2B	1.1825%	As shown on plan
408	1905	1LR, 1K, 2BR, 1S, 2.5B	1.7656%	As shown on plan
409	1,454	1LR, 1K, 2BR, 2.5B	1.5314%	As shown on plan
410	1,442	1LR, 1K, 2BR, 1S, 2.5B	1.4209%	As shown on plan
411	1,413	1LR, 1K, 2BR, 1S, 2.5B	1.4209%	As shown on plan
412	1,602	1LR, 1K, 2BR, 1S, 2.5B	1.6499%	As shown on plan
413	1,606	1LR, 1K, 2BR, 1S, 2.5B	1.6262%	As shown on plan
414	793	1LR, 1K, 1BR, 1B	0.9194%	As shown on plan
415	1,265	1LR, 1K, 2BR, 2B	1.2788%	As shown on plan
416	947	1LR, 1K, 1BR, 1.5B	0.9141%	As shown on plan
417	1,391	1LR, 1K, 2BR, 2.5B	1.4367%	As shown on plan
500	1,269	1LR, 1K, 2BR, 2.5B	1.2709%	As shown on plan
501	943	1LR, 1K, 1BR, 1.5B	1.0144%	As shown on plan
502	1,645	1LR, 1K, 2BR, 1S, 2.5B	1.6262%	As shown on plan
503	960	1LR, 1K, 1BR, 1.5B	1.0144%	As shown on plan
504	798	1LR, 1K, 1BR, 1B	0.9631%	As shown on plan
505	1,652	1LR, 1K, 2BR, 1S, 2.5B	1.6577%	As shown on plan
506	1,647	1LR, 1K, 2BR, 1S, 2.5B	1.6972%	As shown on plan
507	1,180	1LR, 1K, 1BR, 1S, 2B	1.2141%	As shown on plan
508	2,148	1LR, 1K, 2BR, 1S, 2.5B	1.8051%	As shown on plan
509	1,454	1LR, 1K, 2BR, 2.5B	1.5709%	As shown on plan
510	1,442	1LR, 1K, 2BR, 1S, 2.5B	1.4525%	As shown on plan
511	1,413	1LR, 1K, 2BR, 1S, 2.5B	1.4525%	As shown on plan
512	1,602	1LR, 1K, 2BR, 1S, 2.5B	1.6972%	As shown on plan
513	1,606	1LR, 1K, 2BR, 1S, 2.5B	1.6577%	As shown on plan
514	793	1LR, 1K, 1BR, 1B	0.9631%	As shown on plan
515	1,265	1LR, 1K, 2BR, 2B	1.3104%	As shown on plan
516	947	1LR, 1K, 1BR, 1.5B	1.0144%	As shown on plan
517	1,391	1LR, 1K, 2BR, 2.5B	1.4683%	As shown on plan

LR - LIVING ROOM  
K - KITCHEN

BR - BEDROOM  
S - STUDY  
B - BATHROOM

\* Square footage approximations listed above are based on measurements obtained by the architect who prepared the floor plans filed herewith. The approximations are based on the total square footage of the Unit, as defined in Section 4 hereof. The Declarant has not independently verified the square footage listed above, and the Declarant expressly disclaims any warranty as to the precision of the approximation given above.